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16 Electronically Filed February 7, 2023

17 **UNITED STATES BANKRUPTCY COURT**

18 **DISTRICT OF NEVADA**

19 In re

20 Case No. BK-23-10423-mkn

21 CASH CLOUD, INC.,
 22 dba COIN CLOUD

23 Chapter 11

24 Debtor.

25 **DECLARATION OF SHERYL BETANCE IN
 26 SUPPORT OF DEBTOR'S EMERGENCY
 27 APPLICATION FOR ENTRY OF AN ORDER
 28 (A) AUTHORIZING THE EMPLOYMENT
 RELATED RELIEF**

29 Hearing Date: OST PENDING
 30 Hearing Time: OST PENDING

31 Pursuant to 28 U.S.C. § 1746, I, Sheryl Betance, declare under penalty of perjury that the

32 following is true and correct to the best of my knowledge, information, and belief:

33 1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. (“Stretto”),
 34 a chapter 11 administrative services firm with offices at 410 Exchange, Ste. 100, Irvine, California
 35 92602. Except as otherwise noted in this declaration (this “Declaration”), I have personal knowledge

1 of the matters set forth herein, and if called and sworn as a witness, I could and would testify
 2 competently thereto.

3. I submit this Declaration in support of the above-captioned *Debtor's Emergency*
 4 *Application for Entry of an Order (a) Authorizing the Employment and Retention of Stretto, Inc. as*
 5 *Claims, Noticing, and Solicitation Agent and (b) Granting Related Relief*, filed contemporaneously
 6 herewith (the "Application").¹

Qualifications

3. Stretto is a chapter 11 administrator comprised of leading industry professionals with
 4 significant experience in both the legal and administrative aspects of large, complex chapter 11 cases.
 5 Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and
 6 facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and
 7 complexity. Stretto's professionals have acted as official claims and noticing agent in many large
 8 bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and
 9 cost-effective methods to handle the voluminous mailings associated with the noticing and claims
 10 processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors,
 11 equity security holders, and all parties in interest. Stretto's active and former cases include: *In re*
 12 *Front Sight Mgmt. LLC*, Case No. 22-11824 (ABL) (Bankr. D. Nev. June 1, 2022); *In re Splash News*
 13 & *Picture Agency, LLC*, Case No. 21-11377 (ABL) (Bankr. D. Nev. Apr. 19, 2021); *In re Alpha*
 14 *Guardian Corp.*, Case No. 20-11016 (MKN) (Bankr. D. Nev. Feb. 25, 2020); *In re REVA Medical,*
 15 *Inc.*, Case No. 20-10072 (JTD) (Bankr. D. Del. Jan. 16, 2020); *In re Seabras 1 USA, LLC*, Case No.
 16 19-14006 (SMB) (Bankr. S.D.N.Y. Dec. 27, 2019); *In re Clover Technologies Group, LLC*, Case No.
 17 19-12680 (KBO) (Bankr. D. Del. Dec. 23, 2019); *In re MTE Holdings LLC*, Case No. 19-12269
 18 (KBO) (Bankr. D. Del. Nov. 15 2019); *In re Fleetwood Acquisition Corp.*, Case No. 19-12330 (KG)

28 ¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Application.

1 (Bankr. D. Del. Nov. 5, 2019); *In re Zenergy Brands, Inc.*, Case No. 19-42886 (Bankr. E.D. Tex.
 2 Oct. 31, 2019); and *In re Agera Energy LLC*, Case No. 19-23802 (RDD) (Bankr. S.D.N.Y. Oct. 9,
 3 2019).²

4 **Services to be Rendered**

5 4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will
 6 perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the services
 7 specified in the Application and the Engagement Agreement, and, at the Debtor’s request, any related
 8 administrative, technical, and support services as specified in the Application and the Engagement
 9 Agreement. In performing such services, Stretto will charge the Debtor the rates set forth in the
 10 Engagement Agreement, which is attached hereto as **Exhibit 1**.

12 5. Stretto represents, among other things, the following:

13 (a) Stretto is not a creditor of the Debtor;

14 (b) Stretto will not consider itself employed by the United States government
 15 and shall not seek any compensation from the United States government
 16 in its capacity as the Claims and Noticing Agent in this chapter 11 case;

17 (c) By accepting employment in this chapter 11 case, Stretto waives any
 18 rights to receive compensation from the United States government in
 19 connection with this chapter 11 case;

20 (d) In its capacity as the Claims and Noticing Agent in this chapter 11 case,
 21 Stretto will not be an agent of the United States and will not act on behalf
 22 of the United States;

23 (e) Stretto will not employ any past or present employees of the Debtor in
 24 connection with its work as the Claims and Noticing Agent in this chapter
 25 11 case;

26 (f) Stretto is a “disinterested person” as that term is defined in section 101(14) of
 27 the Bankruptcy Code with respect to the matters upon which it is to be engaged;

28 (g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Stretto
 29 will not intentionally misrepresent any fact to any person;

² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Debtor’s proposed counsel.

- (h) Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Stretto will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Stretto as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk.

6. I caused to be submitted for review by our conflicts system the names of potential parties-in-interest (the “Potential Parties in Interest”) in this chapter 11 case. A list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, non-Debtor affiliates, current and former directors and officers of the Debtor, significant stockholders, secured creditors, lenders, the Debtor’s largest unsecured creditors on a consolidated basis, the United States Trustee and any person employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto’s parent entities, affiliates, and subsidiaries. Stretto’s internal database also includes Stone Point Capital LLC (“Stone Point”), its funds, and each such fund’s respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point’s internal compliance department (the “Stone Point Searched Parties”). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties. Stretto has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, in matters unrelated to this chapter 11 case,

1 Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of
 2 business with certain vendors, professionals, financial institutions, and other parties in interest that may be
 3 involved in the Debtor's chapter 11 case. Stretto may also provide professional services to entities or
 4 persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly
 5 relate to, or have any direct connection with, this chapter 11 case or the Debtor. Based upon a review
 6 of the Potential Parties in Interest:

- 7 • Perkins Coie LLP has been identified as a Potential Party in Interest. Brian Audette,
 8 Senior Counsel with Perkins Coie LLP, is a current client of Stretto's chapter 7
 9 software business in his individual capacity, but such relationship is unrelated to the
 10 Debtor and its estates, assets, or businesses.
- 11 • Additionally, the list of Potential Parties in Interest includes the following entities,
 12 which are current, former or potential defendants to avoidance actions brought under
 13 the Bankruptcy Code by clients of Stretto Recovery Services: Amazon Web Services
 14 Inc., American Express, NATI LLC, Qualis Enterprises, Inc., Exxon Mobil
 15 Corporation, Securitas Security Services Inc., and Republic Services, Inc. However,
 16 to the best of my knowledge, such relationships are materially unrelated to this
 17 chapter 11 case.

18 8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy
 19 judges in the District of Nevada, the United States Trustee for Region 17, or any attorney known by
 20 Stretto to be employed in the Office of the United States Trustee serving the District of Nevada.

21 9. Certain of Stretto's professionals were partners of or formerly employed by firms that
 22 are providing or may provide professional services to parties in interest in this case. Except as may
 23 be disclosed herein, these professionals did not work on any matters involving the Debtor while
 24 employed by their previous firms. Moreover, these professionals were not employed by their previous
 25 firms when this chapter 11 case was filed. To the best of my knowledge, none of Stretto's

1 professionals were partners of, or formerly employed within the last three years by firms that are
 2 Potential Parties in Interest or that have filed a notice of appearance in this chapter 11 case.

3 10. Stretto and its personnel in their individual capacities regularly utilize the services of
 4 law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such
 5 firms engaged by Stretto or its personnel may appear in chapter 11 case representing the Debtor or
 6 parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any
 7 law firms, investment banking and advisory firms, accounting firms, or financial advisors who have
 8 been identified as Potential Parties in Interest or who have filed a notice of appearance in this chapter
 9 11 case.

11 11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private
 12 equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in
 13 Greenwich, Connecticut. The firm has raised and managed nine private equity funds – the Trident
 14 Funds – with aggregate committed capital of approximately \$40 billion. Stone Point targets
 15 investments in the global financial services industry, and related sectors.

17 12. The following disclosure is made out of an abundance of caution in an effort to comply
 18 with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtor and
 19 the names of the Potential Parties in Interest against the Stone Point Searched Parties.

20 13. Based solely on the foregoing search, Stretto has determined that neither the Trident
 21 VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in
 22 interest list in this chapter 11 case as of the date hereof and to the best of its knowledge, that there are
 23 no material connections that require disclosure. To the extent Stretto learns of any material
 24 connections between Stone Point's funds or investments included in the above-described conflicts
 25 search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had,
 26 may currently have, or may in the future have business relationships unrelated to the Debtor with one
 27 or more Stone Point entities including, among others, portfolio companies of Stone Point.

1 14. From time to time, Stretto partners or employees personally invest in mutual funds,
 2 retirement funds, private equity funds, venture capital funds, hedge funds and other types of
 3 investment funds (the “Investment Funds”), through which such individuals indirectly acquire a debt
 4 or equity security of many companies, one of which may be one of the Debtor or its affiliates, often
 5 without Stretto’s or its personnel’s knowledge. Each Stretto partner or employee generally owns
 6 substantially less than one percent of such Investment Fund, does not manage or otherwise control
 7 such Investment Fund and has no influence over the Investment Fund’s decision to buy, sell, or vote
 8 any particular security. Each Investment Fund is generally operated as a blind pool, meaning that
 9 when the Stretto partners or employees make an investment in the particular Investment Fund, he, she
 10 or they do not know what securities the blind pool Investment Fund will purchase or sell, and have
 11 no control over such purchases or sales.

13 15. From time to time, Stretto partners or employees may personally directly acquire a
 14 debt or equity security of a company that may be one of the Debtor or its affiliates. Stretto has a
 15 policy prohibiting its partners and employees from using confidential information that may come to
 16 their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners
 17 and employees are barred from trading in securities with respect to matters in which Stretto is retained.
 18 Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email
 19 survey of Stretto’s employees, Stretto does not believe that any of its partners or employees own any
 20 debt or equity securities of a company that is a Debtor or of any of its affiliates.

22 16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse
 23 to the Debtor’s estates; (b) is a “disinterested person” that (i) is not a creditor, an equity security
 24 holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director,
 25 officer, or employee of any of the Debtor, and (iii) does not have an interest materially adverse to the
 26 interest of the Debtor’s estates or of any class of creditors or equity security holders, by reason of any
 27 direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason;

1 and (c) has disclosed all of Stretto's connections with the Debtor, its creditors, any other party in
2 interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the
3 office of the U.S. Trustee.

4 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
5 and correct to the best of my knowledge, information, and belief.
6

7 Dated: February 7, 2023

8 */s/ Sheryl Betance*
9

10 Sheryl Betance
11 Senior Managing Director
12 Stretto, Inc.
13 410 Exchange, Ste. 100
14 Irvine, California 92602
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EXHIBIT 1

Services Agreement

1/5/2023

This Services Agreement (this “**Agreement**”) is entered into as of _____, 2022 between Stretto, Inc. (“**Stretto**”) and _____ Cash Cloud Inc. (together with its affiliates and subsidiaries, the “**Company**”).¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs (“**Claims Administration, Noticing, and Solicitation Services**”); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the “**Services**”).
- (b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents, and/or professionals (collectively, the “**Company Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice, or information provided by the Company Parties to the same extent as if such requests, advice, or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the “**Preferred Rate Structure**”). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

- (c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.
- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$25,000. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission

Bank Name – Pacific Western Bank

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA –

Account Number –

Account Name – Bankruptcy Management Solutions, Inc.

Check

Stretto

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "Bankruptcy Code"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.
- (c) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.
- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.

(d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

- (b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.
- (c) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.
- (d) Stretto and the Company agree that this Agreement is subject to the terms set forth in the GDPR Addendum attached hereto as Exhibit A, which are incorporated herein by reference.
- (e) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

- (a) Definitions. In this Section,
 - (i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and
 - (iii) "**Commercial Purposes**," "**Sell**," "**Business**," and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the Company is considered a Business under California law, and subject to the terms of this Section 12, Stretto will act solely as Company's Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto certifies it will not: (i) Sell Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including collecting, retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA.

13. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial

or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto

410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: _____

With a copy to: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Stretto

By:

Title:

[COMPANY]

By: Christopher McAulay

Title: CEO

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”)² and the Company (together, the “**Parties**”).

RECITALS

WHEREAS,

- (A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.
- (B) The Company acts as a Controller of the Company Personal Data.
- (C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The Company instructs the Processor to process Company Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

NOW THEREFORE, the Company and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.
 - (a) “**Addendum**” shall mean this GDPR Addendum;
 - (b) “**Company Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - (d) “**Services**” means the services the Processor provides to the Company pursuant to the Agreement;
 - (e) “**Subprocessor**” means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;

² Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

- (f) “**Technical and organizational security measures**” means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (g) The terms “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**”, “**Processing**”, “**Special Categories of Personal Data**”, and “**Supervisory Authority**” shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. Obligations of the Company. The Company agrees and warrants:

- (a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);
- (b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;
- (c) that the Processor will provide sufficient guarantees in respect of the technical and organizational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the technical and organizational security measures are appropriate to protect the Company Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the technical and organizational security measures; and
- (f) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. Obligations of the Processor. The Processor agrees and warrants:

- (a) to comply with the Data Protection Laws;
- (b) to process the Company Personal Data only on behalf of the Company and in compliance with its instructions and this Addendum; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Company of its inability to comply, in which case the Company is entitled to suspend the processing of data and/or terminate the Agreement;

- (c) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Company and its obligations under the Agreement and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Company as soon as it is aware, in which case the Company is entitled to suspend the transfer of data and/or terminate the Agreement;
- (d) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;
- (e) that it will promptly notify the Company about:
 - i. any legally binding request for disclosure of the Company Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - ii. any accidental or unauthorized access; and
 - iii. any request received directly from any data subject without responding to that request, unless it has been otherwise authorized to do so by the Company or as required by any applicable law;
- (f) to deal promptly and properly with all inquiries from the Company relating to its Processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the processing of the Company Personal Data;
- (g) to take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Subprocessor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary to perform the Services under the Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- (h) that it shall not use (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company with prior written consent.

4. Obligations after Termination of Personal Data Processing Services.

- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and certify to the Company that it has done so, unless legislation imposed upon the Processor prevents it from returning or destroying all or part of the Company Personal Data. In that case, the Processor warrants that it will guarantee the confidentiality of the Company Personal Data and will not further process the Company Personal Data.

- (b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. Notices. All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Certificate Of Completion

Envelope Id: D29E0E47CCAA432FB7383BF678F41A19

Status: Completed

Subject: Stretto Services Agreement for Fox Rothschild LLP 12.12.2022_v2-C....

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Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Christopher McAlary

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9580 West Sahara Avenue

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Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Las Vegas, NV 89117

chris@coin.cloud

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